as to the effect of suicide, and payable to the plaintiff as beneficiary. He committed suicide while sane. *Held,* the plaintiff cannot recover. *Security Life Ins Co.* v. *Dillard* (Va.), 84 S. E. 656.

There can be no recovery on a policy not making suicide an excepted risk if the insurance was procured with the intent to commit suicide, for such concealment avoids the contract in which good faith is absolutely essential. *Smith* v. *National Benefit Society,* 123 N. Y. 85, 25 N. E. 197, 9 L. R A. 616 However, the authorities are in irreconcilable conflict as to the effect of suicide while sane on such a policy taken out in good faith. The principal case has the support of Federal and English authorities, which base their views on the ground that the assured does not assume the risk of such suicide; and that it is contrary to public policy to allow a recovery. *Ritter* v. *Mut. Life Ins. Co.,* 169 U. S. 139, 42 L. Ed. 693; *Hopkins* v. *Northwestern Life Ins. Co.* (C. C. A.), 94 Fed. 729. See *Moore* v. *Woolsey,* 4 El. & Bl. 242. The great weight of State authority is opposed to this view, on the ground that, in the absence of a stipulation to the contrary, the risk of suicide is assumed by the insurer and that the recovery is not contrary to public policy. *Morris* v. *State Mut. Life Ins. Co.,* 183 Pa. St. 563, 39 Atl. 52; *Campbell* v. *Supreme Conclave,* 66 N. J. L. 274, 49 Atl. 550, 54 L. R. A. 576; *Lange* v. *Royal Highlanders,* 75 Neb. 188, 110 N. W. 1110, 10 L. R. A. (N. S.) 666. Some courts make a distinction between policies in which the beneficiary takes a vested interest and policies payable to the estate of the insured, or in which the beneficiary has no vested interest as in those issued by fraternal societies. In the latter cases no recovery is permitted on the ground that to do so would be to allow one to profit by his own wrong. *Shipman* v. *Protected Home Circle,* 174 N. Y. 398, 67 N. E. 83, 63 L. R. A. 347; *Davis* v. *Supreme Council, Royal Arcanum,* 195 Mass. 402, 81 N E. 294. But the distinction is disregarded by the weight of authority. *Supreme Conclave* v. *Miles,* 92 Md. 613, 48 Atl. 845, 84 Am. St. Rep. 528. See *Parker* v. *Des Moines Life Ass'n,* 108 Iowa 117, 78 N. W. 826. And rightly so, since the rights of all the parties are determined by the contract of insurance, and the considerations of public policy are essentially the same whether the beneficiary holds a vested interest in the policy or not, or whether the policy is payable to the estate of the insured or to a beneficiary. RICHARDS, INSURANCE (3 Ed.), § 367.

MASTER AND SERVANT—AUTOMOBILES.—The defendant having been driven in her automobile to a certain destination, directed her chaffeur to return for her after several hours. The chaffeur's general instructions were that in such cases he should take the car directly to the garage and leave it there during the interval. In this case, instead of doing so, he drove the car off in a different direction on an errand of his own. In the course of his return from this expedition, he negligently ran down and killed the plaintiff's intestate. *Held,* the defendant is not liable. *Tyler* v. *Stephan's Adm'x* (Ky.), 174 S. W. 790.

The owner of an automobile has been held a practical insurer against his chaffeur's negligence, on the ground that an automobile is a danger-

ous instrumentality. *Ingraham* v. *Stockamore,* 63 Misc. 114, 118 N. Y. Supp. 399. But by the great weight of authority the owner is not liable unless the chaffeur at the time was using the car in the course of his employment. *Danforth* v. *Fisher,* 75 N. H. 111, 71 Atl. 535, 139 Am. St. Rep. 670, 21 L. R. A. (N. S.), 93; *Steffen* v. *McNaughton,* 142 Wis. 49, 124 N. W. 1016, 19 Ann. Cas. 1227, 26 L. R. A. (N. S.) 382. If the chaffeur is using the machine on an errand of his own and in entire independence of his master's business, he is not acting in the course of his employment during such departure, and the master is not liable for injuries resulting from his negligence. *Symington* v. *Sipes* (Md.), 88 Atl. 134; *Fleischner* v. *Durgin,* 207 Mass. 435, 93 N. E. 801, 20 Ann. Cas. 1291, 33 L. R. A. (N. S.) 79. A few cases hold that the chaffeur resumes his employment as soon as he begins the return journey from such departure. *Jones* v. *Weigand,* 134 App. Div. 644, 119 N. Y. Supp. 441; *McKiernan* v. *Lehmaier,* 85 Conn. 111, 81 Atl. 969. But the weight of authority is to the contrary. *Patterson* v. *Kates,* 152 Fed. 481; *Colwell* v. *Ætna Bottle and Stopper Co.,* 34 R. I. 531, 82 Atl. 388.

If the master supplies his servant with an automobile for use by him at his discretion about the master's business, the master is not liable for injuries resulting from the servant's negligent use of the automobile outside of business hours and for purposes personal to the servant. *Slater* v. *Advance Thresher Co.,* 97 Minn. 305, 107 N. W. 133, 5 L. R. A. (N. S.) 598.

The plaintiff establishes a *prima facie* case by showing that the machine was owned by defendant and that the driver was defendant's chaffeur. *Long* v. *Nute,* 123 Mo. App. 204, 100 S. W. 511; *Moon* v. *Mathews,* 227 Pa. 488, 76 Atl. 219.

On the question as to the liability of the owner when the car at the time of the injury was being driven by a member of his family, see 2 VA. L. REV. 189.

MECHANICS' LIENS—RIGHT OF ARCHITECT TO LIEN.—A statute provided that whoever contributed to the improvement of real estate by performing labor or furnishing skill for the erection of a building thereon, should have a lien upon such improvement and upon the land for the value of the services contributed. An architect contracted to furnish plans and specifications for a building and to superintend the construction. The plans and specifications were furnished, but no actual work of construction was performed. *Held,* the architect was entitled to a lien on the land for the value of the services actually rendered. *Lamoreaux* v. *Andersch* (Minn.), 150 N. W. 908.

While there is conflict in the older decisions, the weight of modern authority holds that statutes creating mechanics' liens should be liberally construed, but that the petitioner must bring himself substantially within the provisions of such statutes. *Chauncey* v. *Dyke* (C. C. A.), 119 Fed. 1; *Lays* v. *Hurley* (Mass.), 103 N. E. 52. There must be a substantial and permanent improvement. *Wheeler* v. *Pierce,* 167 Pa. St. 416, 31 Atl. 649, 46 Am. St. Rep. 679; *Southern Ill. Contracting Co.* v. *Launtz,* 169 Ill. App. 87. Thus, it was held that a lien would not lie for labor per-